

# Terms and Conditions of Contract

The below terms and conditions are applicable to all individuals, groups, organisations, companies, agents, institutions or schools who book a tour with Coral Sea Kayaking (Exocoetidae Expeditions PTY LTD)

**How to book:** To make a reservation on a tour offered by Coral Sea Kayaking, please complete the booking form and medical questionnaire online or send it to our office with your **non-refundable deposit**. Upon receipt of your booking forms and deposit you will be considered confirmed on your chosen tour. The balance must be paid 4 weeks prior to the departure date or cancellation will be assumed. For reservations made less than 4 weeks prior to the departure date full payment will be necessary to confirm your booking.

**Price guarantee:** The prices quoted in the brochure and on our website are correct at the time of printing. Trip prices are reviewed annually and subject to change prior to the start of each season. Any price changes will be made before the beginning of the kayak season (April). NOTE: as from July 2000 all trips within Australia will be subject to 10% GST which is included into the total cost of the trip.

## Cancellations:

If it becomes necessary to cancel your trip, you must notify our office as soon as possible. Once we receive your notification cancellation will take effect immediately. Please note the following charges will apply.

- ◆ After booking and up to 3 weeks prior to departure your deposit will be forfeited.
- ◆ Less than 3 weeks prior to departure and/or after commencement of the tour 100% of the tour price will be charged.

**Travel Insurance:** Personal travel insurance is not included in the tour price. We strongly recommend that you take out travel insurance when booking your tour which includes but is not limited to coverage for medical and cancellation.

**Route changes and/or delays:** It may be necessary to change the route, alter the itinerary or delay the trip for safety reasons or to improve the quality of the trip. This may be due to inclement weather, group dynamics, political restrictions, or any other cause. Any changes will be at the discretion of Coral Sea Kayaking, their guides and representatives. No refund will be available in the event of such changes.

**Cancellation of trip by Coral Sea Kayaking:** Coral Sea Kayaking reserve the right to cancel any trip prior to its commencement, including but not limited to by reason of below minimum numbers of people booking on the tour in which case participants will be given a full refund. Participants will not be entitled to make any further claim against Coral Sea Kayaking and its representatives for any injury, loss, expense or damage or any loss of time or inconvenience which may result from such a cancellation.

**Cancellation due to a pandemic or natural disaster:** If it is deemed necessary Coral Sea Kayaking reserve the right to cancel any kayak trip before its commencement due to a pandemic or natural disaster in the relevant region. In lieu of Coral Sea Kayaking cancelling the departure participants can choose to receive either a trip credit voucher for transfer onto an alternative departure date within 24 months of the time of cancellation or a full refund. If prior to the commencement of the expedition a participant is prohibited to travel to the expedition destination departure point by government imposed travel restrictions associated with a pandemic/epidemic or if they are required to isolate due to testing positive to Covid-19 or being a close contact (under government guidelines) then the participant will receive a trip credit voucher for transfer onto an alternative departure date within 24 months of the time of cancellation. Participants must notify Coral Sea Kayaking regarding such cancellation no later than 48 hours prior to departure. If notification is less than 48 hours prior to departure participants will forfeit the entirety of their tour price paid, as operational costs have already been incurred in the final lead up to the expedition departure. Participants will not be entitled to make any further claim against Coral Sea Kayaking and its representatives for any injury, loss, expense or damage or any loss of time or inconvenience which may result from such a cancellation.

**Health and Fitness:** Participants are required to be healthy and active. Included within your booking forms are a medical and health

questionnaire this must be completed and answered truthfully. It is vital that participants with pre-existing medical conditions make them known to Coral Sea Kayaking via the Medical questionnaire. The tour leader may, during the trip, direct any participant to withdraw from the trip, if he or she believes that the participant is incapable, or that the participants continued participation will adversely affect that participant or other trip participants. No refund will be payable in these conditions. Tours generally take place in remote areas with little or no access to definitive medical services. Due to this, evacuation may be prolonged difficult and expensive. Medical and evacuation expenses will be the responsibility of the participant.

## Pre-existing medical conditions and customer

**medications:** All customers booking on a Coral Sea Kayaking trip are required to disclose any pre-existing medical conditions that may arise during the sea kayaking expedition. If customers are on medications for pre-existing medical conditions it is the responsibility of the customer to supply these medications. This includes all and any medications for **allergies and anaphylaxis**. Coral Sea Kayaking guides carry an expedition medical kit with only basic/generic medications.

## Items not included in our costs

- ◆ Air fares, departure taxes and travel costs to the meeting point, airport transfers, excess baggage, accommodation before and after the trip, extra meals not included in the itinerary, emergency evacuation charges, personal clothing, medical expenses, personal travel insurance and any items of a personal nature.

## Waiver of liability

**By your signature on the Booking Form you also acknowledge and confirm the following:**

To the extent permitted by law, I waive any and all claims I may now and in future have against, and release from all liability, and agree not to sue, Coral Sea Kayaking (Oceanic Expeditions PTY LTD) and its partners, employees, guides, agents or representatives (collectively its staff) or the various Land Management Authorities who grant the licence to operate the tour (the Licensor) for any injury loss, expense or damage sustained by me resulting from or in relation to my participation in the trip with Coral Sea Kayaking.

I acknowledge that, except where Coral Sea Kayaking operates as service provider, Coral Sea Kayaking acts only as agent for the owners, contractors and suppliers providing transport services, hotel accommodation, activities and all other related travel services. Coral Sea Kayaking assumes no responsibility and will not be liable for any injury, loss, expenses or damage (either direct or consequential) resulting from or in relation to such services.

I am aware that the tour, in addition to the usual and inherent dangers and risks has certain additional dangers and risks, including but not limited to physical exertion for which I may not be prepared, weather extremes subject to sudden and unexpected change, remoteness from normal medical services and evacuation difficulties.

I accept all of the usual and inherent dangers and risks of the proposed tour and the possibility of personal injury, death, property damage or loss resulting from those dangers and risks.

I acknowledge and agree that if I suffer illness or injury, Coral Sea Kayaking can, at my cost arrange such medical treatment and emergency evacuation as it or its staff deems necessary for my health, safety or both.

I also acknowledge and confirm that:

- ◆ I am not relying on any representation by Coral Sea Kayaking, its staff or any other inducement or coercion to participate in this tour, hence I choose to participate of my free will
- ◆ I am over the age of 18 years or have provided written permission by parent/ guardian if I am legally considered a minor.
- ◆ **I have read and understood the Terms and Conditions and the Booking form prior to signing the Booking form and agree that their provisions will be binding upon me.**